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2  
3 BILL NO. S-75-11- 43

4 SPECIAL ORDINANCE NO. S- Withdrawn

5 AN ORDINANCE approving a contract for the purchase  
6 of certain real estate

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
8 WAYNE, INDIANA:

9  
10 SECTION 1. That the contract dated October 28, 1974, between the  
11 City of Fort Wayne, by and through its Mayor and the Board of Public Works and  
12 GEORGE TSIGULOFF, for the purchase of the following described real estate:

13 Lots Four (4) and Five (5) Barbour's Subdivision of  
14 Hanna Outlot 15 in the City of Fort Wayne, Allen County,  
15 Indiana

16 for a total price of \$14,800.00, all as more particularly described in said contract  
17 which is on file in the Office of the Board of Public Works and is incorporated here-  
18 in, made a part hereof and is hereby in all things ratified, confirmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from and  
20 after its passage and approval by the Mayor.

21  
22 Vivian J. Schmidt  
23 Councilman

24  
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35 APPROVED AS TO FORM  
AND LEGALITY,

David B. [Signature]  
CITY ATTORNEY

Read the first time in full and on motion by V. Schuch, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 11-25-75

[Signature]  
CITY CLERK

Read the third time in full and on motion by \_\_\_\_\_, seconded by \_\_\_\_\_, and duly adopted, placed on its passage.  
Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BURNS					
HINGA					
KRAUS					
MOSES					
NUCKOLS					
SCHMIDT, D.					
SCHMIDT, V.					
STIER					
TALARICO					

DATE: \_\_\_\_\_

[Signature]  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_.

ATTEST: (SEAL)

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

\_\_\_\_\_  
CITY CLERK

Approved and signed by me this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at the hour of \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

\_\_\_\_\_  
MAYOR

appraisal? get for  
dec. 9  
hold until 12/9

~~Hold~~  
~~Reconsidered by 17~~  
~~until further~~  
~~notice~~

Bill No. S-75-11-43

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract for the purchase of certain real estate

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance W/D PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

*Vivian G. Schmidt*

*John Nuckols*

*Paul M. Burns*

DATE 4-13-76 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT TO PURCHASE REAL ESTATE

62-329-5  
11/13/75  
61-178-28  
12/27/74

DATE: October, 1974

TO: George Tsiguloff

OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of  
\$ 14,800.00 the real estate in Allen County, Indiana,  
commonly known as 2619 South Hanna, Fort Wayne, Indiana.

the legal description of which is: Lots Four (4) and Five (5), Barbour's Sub-  
division of Hanna Outlot 15 in the City of Fort Wayne, Allen County, Indiana

The City will pay said sum of \$ 14,800.00 for said property upon the  
following terms: Cash upon delivery of a properly executed Warranty Deed for  
said property. Said purchase shall be subject to the approval of the Common  
Council of the City of Fort Wayne, Indiana.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate due and payable ~~the~~  
November, 1975 (2nd installment of 1974 taxes), and all subsequent taxes, and shall assume  
and pay any assessments upon said real estate for improvements which may become a lien  
after the date of this Agreement to Purchase.
2. Prior to the execution of the Warranty Deed you will furnish, at your  
expense, a properly prepared abstract of title for said real estate, continued to a date  
after the date of this Agreement to Purchase, disclosing a marketable title in you. The  
City will have said abstract examined by our attorney and will submit a legal opinion  
thereon without unreasonable delay. You will have a reasonable time to meet such require-  
ments, if any, as may be necessary to render marketable the title to said real estate ac-  
cording to the Standards of Marketability of Abstracts of Title as adopted by the Allen  
County Indiana Bar Association.
3. This transaction shall be closed as soon as your title to said real estate meets  
necessary legal requirements. At said closing, you shall deliver to the City a properly  
executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before thirty (30) days. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and \_\_\_\_\_, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City hereby represents that the intended use of the said real estate requires a zoning classification of \_\_\_\_\_ and this Agreement to Purchase is contingent on the said real estate being in such use district.

7. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives.

Buyer: CITY OF FORT WAYNE, INDIANA

By: [Signature]  
Chairman, Board of Public Works

Address: City-County Bldg.  
Fort Wayne, IN 46802

Phone: 423-7018

Dated this \_\_\_\_\_ day of October, 1974.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof \_\_\_\_\_

Seller: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Seller: George A. Tsiguloff  
George Tsiguloff

Address: 10401 Bluffton Rd.  
Fort Wayne, IN 46809

Phone: 747-3788

Dated this 28 day of \_\_\_\_\_ October, 1974.